

Return to: City of Hurstbourne Acres

Hon. Terry McAllister, Mayor
Hurstbourne Acres City Hall
1916 Hurstbourne Circle
Louisville, KY 40220
By email: mayorterry@hurstbourneacres.org
Telephone: (502) 499-2352

Bids to be received no later than 6:00 P.M, on Wednesday, August 9, 2023.

BID SHEET FOR
SANITATION CAN CONTRACT

BID PRICE:

We certify that we have carefully examined the proposed contract and offer to meet the specifications for the compensation rate shown on the attached herein. It is understood that the language in the proposed contract will be modified to reflect the type(s) of service shown in this bid. The bid amounts are shown on Attachment I. We further certify that we have read the bid specifications shown in Attachment II.

EQUIPMENT AND WORK FORCE:

Please detail the equipment that would be assigned to this contract:

Please detail the work force that would be assigned to the project:

What back-up provisions would you have to cover equipment failure and employee absences?

DISPOSAL PLAN:

Please detail your arrangements for disposal of the collected waste:

EXPERIENCE AND REFERENCES:

Please list any other projects of similar size and scope your company has been responsible for in the last three years:

PROJECT

DATES

REFERENCE

CONTACT

OTHER: Please detail any other features you believe to be important in considering your company's qualifications for this project and any holidays to be observed and the make-up when a holiday falls on collection day. Attach sheet.

Signature of Authorized Representative

Company name

Address: _____

Telephone: _____

Date: _____

2023 HURSTBOURNE ACRES SANITATION COLLECTION AGREEMENT

BID SHEET ATTACHMENT I

All prices bid below are on a monthly charge for the designated services per residence.

	Period 10/1/23 thru 9/30/25	Period 10/1/25 thru 9/30/27
1. Once weekly CURB Garbage Collection Services for each occupied, single-family dwelling unit in the city.	\$ _____	\$ _____
2. Once weekly REAR Garbage Collection Services for each occupied, single-family dwelling unit in the city. ¹	\$ _____	\$ _____
3. Once weekly CURB Recyclables Collection Services for each occupied, single-family dwelling unit in the city.	\$ _____	\$ _____
4. Once weekly CURB Yard Waste Collection for each occupied, single-family dwelling unit in the city.	\$ _____	\$ _____

Signature of company representative

¹ The City of Hurstbourne Acres will also entertain any alternative sanitation bids which may include, but are not limited to, variations in the specs for weekly or bi-weekly service, rear or curbside pickup, large item or junk pickup and size of containers for garbage, yard waste and recyclables.

**CITY OF HURSTBOURNE ACRES SANITATION COLLECTION BID
SPECIFICATIONS**

ATTACHMENT II

The Hurstbourne Acres City Commission reserves the right to reject any or all bids and to waive minor bid irregularities. All bids shall be submitted to Terry McAllister, Mayor, Hurstbourne Acres, 1916 Hurstbourne Circle, Louisville, Kentucky 40220 or mayorterry@hurstbourneacres.org and shall be received no later than the bid opening on Wednesday, August 9, 2023 at 6:00 P.M. at Hurstbourne City Hall, 1916 Hurstbourne Circle, Louisville, Kentucky 40220. Any bids not received by the above date and time will not be considered responsive to the bidding invitation. Additionally, all those bidding must submit proof that they are qualified (including, but not limited to required insurance and a valid and current contract with a state-approved landfill), pursuant to the bid specifications. Bidders must provide their current address and contact information from any other municipal client references.

The Sanitation Contract for the periods October 1, 2023 through September 30, 2025 and October 1, 2025 through September 30, 2027, shall be awarded to the bidder with the lowest and best bid after any price adjustments are made pursuant to objective measurable criteria, which affect the economy and effectiveness in the operation and use of the service, including, but not limited to the following:

1. Reliability;
2. Time of delivery;
3. Past performance;
4. Proven experience in sanitation services delivered without complaints from municipalities with similar services;
5. Positive references from other municipalities;
6. Proof that the bidder has the capability to timely and adequately service the city with sufficient manpower and equipment; and
7. Experience in the sanitation business.

These specifications required by the City of Hurstbourne Acres, Kentucky, for successful bidder (person, firm, or corporation awarded the contract to collect garbage, recyclables and yard waste with the boundaries of the City of Hurstbourne Acres, shall be as follows:

1. Term of Contract: The term of the sanitation contract shall be from the period beginning October 1, 2023 through September 30, 2025 and then from period beginning October 1, 2025 through September 30, 2027.
2. Definitions:
 - a. "Household Solid Waste" shall mean that normal household waste usually associated with residential households, including garbage and trash generated by single and multi-family residences.

- b. "Parcel" for collection purposes, means one, single parcel of taxable property as shown in the Jefferson County Property Valuation Administrator's records if that parcel contains improvements, being used as a residence and can be served by a collection of residential household waste. There shall be only one collection unit per taxable parcel as reflected in the Jefferson County Property Valuation Administrator's maps.
- c. "Recyclables" shall mean but is not limited to post-consumer glass (brown/amber, clear, green), aluminum cans, Bi-metal containers, newsprint, plastic PET bottles, and such other items that may be considered recyclable.
- d. "Yard Waste" shall have the same meaning in the Jefferson County Waste Management District Solid Waste Regulations.

3. Type of Collection:

- a. Household Solid Waste. Contractor shall provide at each collection parcel curbside (or rear, if applicable) collection of household solid waste once per week in one ninety (90) gallon or higher capacity rolling container supplied by the contractor at no additional cost to the city.
- b. Yard Waste: The Contractor shall provide at each collection parcel, once weekly curbside collection of yard waste as defined herein and in the Jefferson County Waste Management District Solid Waste Regulations. Shrubbery and tree trimmings should be cut and tied by residents in no longer than four (4) foot lengths and placed at the curb. Christmas trees, however, need not be cut by residents and shall be picked up by the Contractor as yard waste if placed at the curb or alley.
- c. Recycling: Contractor shall provide at each collection parcel, once weekly curbside collection of recyclables in one sixty (60) gallon or higher capacity rolling container supplied by the contractor at no additional cost to the city. Recyclable materials shall consist of plastic bottles, jugs, cartons, laundry detergent bottles, aluminum cans, steel and tin cans, glass bottles and jars, paperboard boxes, newspapers, flattened cardboard, brown paper bags, carrier stock, mail, magazines, mixed paper and phone books, and such other items considered as recyclable. The sorting of these materials shall be managed by the Contractor. Recyclable items shall not be disposed of in any landfill.
- d. Junk Pickup: Contractor agrees to pick up at curbside with its normal collection, at no additional charge, at each collection parcel a reasonable amount of additional household junk (including one appliance). If any resident abuses this additional pickup, Contractor shall notify the city, and the city will make contact with the resident for resolution. Contractor may charge a resident to pick up more than one discarded appliance per pickup, and it shall be the duty of the resident to notify the Contractor in advance for appliance pickup.

- 4. Collection Schedule: Solid waste collection shall be made once a week at each collection parcel within the city. All collection shall be made on a day agreeable to by both the city and the Contractor. Normal collection hours shall be limited to the time beginning 7:00 A.M., and collections shall not be made after dark. After pickup, all garbage cans or similar containers

shall be returned to their collection site with the lids replaced on all cans. Contractor agrees that garbage cans will be handled such that they are not damaged. Contractor shall set out in its schedule all the holidays upon which there will be no collection. Should any holiday fall on a regular collection day, then pickup shall be made on the next workday that is not a legal holiday, and the balance of collection that week moved accordingly which may include a Saturday collection. After a schedule is so established, Contractor shall notify the city (which must approve of any proposed change) and customers in writing of any changes at least two (2) weeks in advance of such change.

5. Contractor Liability: Contractor should not climb fences or traverse front or back yards to travel from parcel to parcel without the consent of parcel owner. Any damage resulting from Contractor's operation, personnel or sanitation vehicles shall be the full responsibility of the Contractor. Any and all spillages will be immediately picked up by Contractor, and Contractor shall be responsible for any cleanup related to liquids, including but not limited to hydraulic fluid, from the sanitation vehicles leaking or being discharged onto the streets or adjacent parcels. Contractor also shall be responsible for closing all gates or other enclosures utilized in the collection process. Contractor shall not be required to enter any building for collection purposes.
6. Vehicle Limitations: No sanitation vehicle with a gross vehicle weight in excess of eight thousand (8,000) pounds shall enter upon any residential driveway or other private property without the written permission of the city and/or the owner of such property. All sanitation vehicles shall be neatly painted and kept clean.
7. Contractor Obligations: Contractor shall provide all labor, equipment, tools, maintenance, licenses, taxes, dumping fees, permits and all other expenses relative to the operation of the garbage, yard waste and recycling collection and disposal services specified herein. No fuel surcharge will be paid. The pricing for the terms of the contract is fixed and cannot be changed by any increase in the maintenance, licenses, taxes, dumping fees, permits, and any and all other expenses relative to the operation of the garbage collection and disposal service.
8. Contractor Insurance and Indemnification: Contractor will furnish the city with Certificates of Insurance with regard to Workers Compensation insurance, general operations, and liability insurance with an amount of no less than \$1,000,000.00 property damage and \$1,000,000.00 general liability, which certificates are hereby incorporated into these specs and the sanitation contract. Contractor further agrees to indemnify, protect and save the city as harmless from and against any and all losses, damages, claims, liability, suits and actions, whether in law or equity, judgment and cost (including reasonable attorney's fees) which shall arise from or grow out of any injury or death of persons and for damage to property occurring while such person or property are on, approaching or leaving the premises of the city or caused by, arising from, or in any manner connected with the use of said vehicles within the boundaries of the city or otherwise arising out of the performance by the Contractor of the contract.
9. Contractor Communications: Contractor agrees to maintain adequate telephone facilities during normal business hours in order to receive complaints direct from individual homes and the city and will keep the city advised of all such telephone numbers in use. Answering machines or voice mail shall be used for after-hours messages and periodically monitored.

- a. Any skipped refuse shall be picked up on the date of the skip if reported prior to 1:00 p.m. on weekdays or 11:00 a.m. on Saturdays, or the next day if reported later.
 - b. The city shall be notified weekly in writing of all complaints (or skips) reported to the Contractor.
 - c. Contractor's representative shall check daily with the city representative at approximately 1:00 p.m. to receive any complaints reported to the city.
10. Additional Parcels to be Serviced: In the event any additional houses are constructed or parcels annexed by the city after the commencement of this contract, Contractor agrees to provide service to those parcels in accordance with the terms and rates set out in these specifications and the contract. At any time when a new or additional unit is added to the city billing, such bill shall itemize the units and locations added. In addition, during the first month of the contract, Contractor shall determine the number of units in the city receiving services under this contract listed by street address and submit that proof in writing to the city. Thereafter, when a unit is added or deleted from the total, the address of such unit shall be separately itemized on the first bill adding or deleting the unit.
11. Contractor Independent: Contractor shall be deemed an independent contractor and not an employee of the city. Contractor shall assume full responsibility for collection and disposal of waste. Contractor shall use efficient, temperate and honest employees. Contractor shall use modern and efficient equipment in the performance of this contract and shall keep such equipment, including dumpsters, properly maintained, and painted.
12. Contractor Compliance with Laws: Contractor shall have the sole responsibility of disposing of the refuse and garbage collected in an approved landfill and shall comply with all environmental laws and regulations, including those adopted by Jefferson County Waste Management District Solid Waste Regulations, and shall hold the city harmless from any of its activities hereunder.
13. Contract Termination: The city reserves the right to cancel this contract within thirty (30) days prior written notice should the Contractor default on the terms of these specifications and the contract or the collection service rendered by contractor has become substandard in the sole discretion of the City Commission, and then only after the Contractor has been informed of any deficiency and given a reasonable time, not to exceed thirty (30) days to correct such deficiency. In the event of such cancellation based upon default by the Contractor, the city reserves its right to damages.
14. Assignment: This contract may not be assigned without the express, written consent of the city.

It is the understanding, intention, and agreement of the Contractor and the city that the above bid specifications, including Attachment I and Attachment II, shall be incorporated by reference into the sanitation contract between the Contractor and the city and together shall be a contract for the collection

and disposal of garbage, yard waste and recyclables and further that it shall not constitute a franchise, nor shall it be deemed or construed as such.

HAVE SEEN AND AGREED:

(Bidder Signature)

By: _____
(Print Name)

Its: _____
(Print Title)

CONTRACT

THIS CONTRACT made and entered into this ____ day of _____, 2023, between the CITY OF HURSTBOURNE ACRES, a Home Rule City within the Commonwealth of Kentucky, hereinafter referred to as "City" and _____, hereinafter referred to as "Contractor"

WITNESSETH:

WHEREAS, the City is desirous of contracting for the collection of garbage, yard waste and recyclables within the said City, and

WHEREAS, Contractor is an independent contractor engaged in the business of the collection of garbage, yard waste, and recyclables, has the means and facilities to provide such services to said City, and has submitted the lowest and best bid in a public bidding process sponsored by the City.

NOW, THEREFORE, it is agreed as follows:

1. Definitions:

- a. "City" shall mean the City of Hurstbourne Acres;
- b. "Contractor" shall mean the successful bidder referred to as "Contractor" in the heading hereof;
- c. "Yard Waste" shall mean "Yard Waste" as defined in Jefferson County Waste Management District Solid Waste Regulations and shall include those materials defined as such by the Jefferson County 109 Board and being those materials suitable for composting, and shall specifically include grass clippings, leaves, flower and vegetable plants, brush, branches, limbs and shrubbery trimmings. Limbs over six inches in diameter are not included. Christmas trees are to be collected but shall not contain any decorations or stands.
- d. "Yard Waste Season" shall mean January 1st through December 31st of each year. Christmas trees shall be picked up by the Contractor within the Yard Waste Season.
- e. "Recyclables" or "Recyclable Materials" shall consist of aluminum cans, aluminum foil and foil food containers, tin and bi-metal food cans, steel food and aerosol cans, all plastic bottles (#1 through #7), glass bottles and jars, telephone books, office and computer paper, paperboard and beverage carrying cases, brown paper grocery bags, newsprint, magazines and catalogs, corrugated cardboard, (2'x2' bundles), gift and cereal boxes.
- f. "Garbage Collection Services" shall mean the collection and proper disposal of household waste and garbage, but exclusive of Recyclable Collection and Yard Waste as defined in this Agreement, separately bid.
- g. "Recyclable Collection Services" shall mean the collection and proper disposal of recyclable materials as defined herein.
- h. "Yard Waste Collection Services" shall mean the collection and proper disposal of Yard Waste as defined herein. Thirty-two (32) gallon cans or less, plastic, and biodegradable bags are acceptable.
- i. "Subscription Yard Waste Collection Services" shall mean Yard Waste Collection Services contracted directly with the homeowner or resident and billed directly to the homeowner or resident.

2. Garbage collection shall be made one (1) time per week at each residence or parcel.

. If a regular scheduled collection day falls on or after a holiday, all collection days for the remainder of that week will be moved back one day. The following holidays will be observed by the Contractor with collection to be made up on the following workday:

New Year's Day
Labor Day

Memorial Day
Thanksgiving Day

Independence Day
Christmas Day

3. Collection location at each residence or parcel for normal collection shall be at the curbside (or rear, if applicable).
4. Normal garbage collection limit per pickup per residence or parcel shall be one ninety (90) gallon or higher capacity rolling container or equivalent provided by Contractor. However, if unusual circumstances such as moving in or out, cleaning out a basement or a garage or the like, warrant additional services on occasion, Contractor agrees to make these reasonable additional pickups, but these containers shall be placed at the curb for pickup along with containers typically stored in the rear. This extra service does not apply to scrap iron, concrete blocks, building materials, discarded appliances, or other heavy articles. A resident may make arrangements for removal of such articles with Contractor at a fair charge to be agreed upon between the resident and the Contractor. The maximum weight of any container shall be 50 pounds.
5. Residents shall be responsible for ensuring garbage units are reasonably able to be lifted by one person and are contained in units sufficient to hold its content weight. If any resident abuses these additional privileges, Contractor will not discuss it with the resident but will notify the City Commission or its designated representative, and the City will correct this immediately.
6. Contractor agrees to provide services for the removal of Christmas tree each year on the regular pickup schedule and there is to be no special preparation of Christmas trees for collection by the resident such as cutting them into certain lengths or tying them into bundles. The Christmas trees shall be placed at the curb.
7. Contractor agrees to provide the additional service of weekly curbside collection of "Yard Waste" during the Yard Waste Season to the entire City. The material collected shall not be taken to a sanitary landfill but shall be properly disposed of otherwise.
8. Normal collection hours shall be limited to the time beginning 7:00 A.M. and not after dark.
9. After pickup, all garbage cans or similar containers shall be returned to their collection site with the lids replaced on all cans. Contractor agrees that garbage cans will be handled such that they are not damaged.
10. Contractor is not to climb fences or traverse across front or back yards to go from residence to residence without the consent of the property owner. Any damage resulting from Contractor's operation or personnel or vehicles shall be the full responsibility of the Contractor.
11. No sanitation vehicles with a gross vehicle weight in excess of 8,000 pounds shall enter upon any residential driveway or other private property without the written permission of the City and/or the owner of such property.
12. Contractor will furnish the City with Certificate of Insurance for Worker's Compensation insurance and general operations and liability insurance in an amount no less than \$1,000,000.00 property damage and \$1,000,000.00 liability, which certificates are hereby incorporated into this agreement. Contractor further agrees to indemnify, protect, and save the City harmless from and against any and all losses, damages, claims, liability, suits and actions, whether in law or equity, judgment and cost (including reasonable attorney's fees) which shall arise from or grow out of any injury to or death of persons and for damage to property occurring while such person or property are on, approaching or leaving the premises of the City or caused by, arising from or in any manner connected with the use of said vehicles within the boundaries of the City or otherwise arising out of the performance by Contractor of this Contract.
13. Upon request by the City, Contractor shall return to collect missed pickups on the next day,

provided such missed pickup was not the fault of the resident. Contractor agrees to maintain adequate telephone facilities in order to receive complaints direct from individual homes and the City and will keep the City advised of all such telephone numbers in use.

14. Any disagreement between any resident and personnel of Contractor shall be handled in the following manner:

a. Contractor's personnel are to comply with the wishes of the resident unless to do so would pose hazards, bodily harm, would be unlawful or clearly is beyond the scope of this agreement.

b. Contractor's personnel are immediately to report the incident to their superior, who in turn shall immediately notify the City Commission or the designated representative of the City Commission.

c. Contractor and such City representative will discuss and resolve the problem.

15. Contractor shall be deemed an independent contractor and not an employee of the City. Contractor shall use efficient, temperate, and honest employees. Contractor shall use modern and efficient equipment in the performance of this agreement and shall keep such equipment, including dumpsters, properly maintained, and painted. Residue such as hydraulic fluid shall not be left on the streets.

16. The Contractor shall have the responsibility of tabulating the number of occupied residences for purposes of billing or invoicing the City, which tabulation shall be specified on the invoice and subject to review and verification by the City's designee prior to payment.

17. a. In consideration of the above conditions and stipulations, the City agrees to pay monthly to the Contractor prior to end of the month after services are rendered and after receipt of invoice the following compensation:

October 1, 2023 through September 30, 2025:

183 ± units at \$ _____ per unit or parcel per month for once weekly curbside garbage solid waste collection services (*Includes Kentucky Environmental Remediation Fee*).

October 1, 2023 through September 30, 2025:

183 ± units at \$ _____ per unit or parcel per month for once weekly rear garbage solid waste collection services (*Includes Kentucky Environmental Remediation Fee*).

October 1, 2025 through September 30, 2027:

183 ± units at \$ _____ per unit or parcel per month for once weekly curbside garbage solid waste collection services (*Includes Kentucky Environmental Remediation Fee*).

October 1, 2025 through September 30, 2027:

183 ± units at \$ _____ per unit or parcel per month for once weekly rear garbage solid waste collection services (*Includes Kentucky Environmental Remediation Fee*).

October 1, 2023 through September 30, 2025:

183 ± units at \$ _____ per unit or parcel per month for once weekly curbside recyclables collection services (*Includes Kentucky Environmental Remediation Fee*).

October 1, 2025 through September 30, 2027:

183 ± units at \$ _____ per unit or parcel per month for once weekly curbside recyclables collection services (*Includes Kentucky Environmental Remediation Fee*).

October 1, 2023 through September 30, 2025:

183 + units at \$ _____ per unit or parcel per month for once weekly curbside yard waste collection services (*Includes Kentucky Environmental Remediation Fee*).

October 1, 2025 through September 30, 2027:

183 + units at \$ _____ per unit or parcel per month for once weekly curbside yard waste collection services (*Includes Kentucky Environmental Remediation Fee*).

b. In the event any additional houses are constructed in the City after the commencement of this agreement, or annexed thereto, Contractor agrees to provide pickups in accordance with the terms of this agreement at the unit rates set out herein.

18. a. Services under this agreement shall commence on October 1, 2023.

b. Services under this agreement shall terminate on September 30, 2027.

19. Contractor shall have the sole responsibility of disposing of the refuse and garbage collected in an approved landfill and shall comply with all environmental laws and regulations, including but not limited to the Jefferson County Waste Management District Solid Waste Regulations. Yard Waste shall be disposed of by composting.

20. Contractor shall pick up recyclable materials in accordance with the accepted bid. The collection of Recyclables shall be at the curb in sixty (60) gallon or higher capacity rolling containers provided by Contractor to each unit or parcel and at no extra cost to the City. Contractor shall separate the materials and haul them to buyers of recyclable materials. This collection will be on a weekly basis unless otherwise agreed in writing, all in accordance with the accepted bid of the Contractor.

21. Sorting of recyclable materials shall be handled by Contractor. Recyclable items shall not be disposed of in any landfill.

22. The Contractor shall receive all the moneys, if any, received for all recyclable materials delivered to the buyers. The City or property owners shall have no responsibility for any processing fee charged by buyers.

23. In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) natural disaster, action or decrees of governmental bodies or not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice in writing to the other party. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of non-performance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

24. The City reserves the right to cancel this Contract on thirty (30) days written notice should the collection service rendered by Contractor become substandard in the sole discretion of the City Commission, and then only after Contractor has been informed of any deficiency and given reasonable time to correct such deficiency. In the event of such cancellation based upon default by the Contractor, City reserves its right to damages. It is further the understanding, intention and agreement of the Contractor and the City that the bid specifications, including Attachment I and Attachment II, are incorporated by reference into this sanitation contract between the Contractor and the City and together shall be a contract for the collection and disposal of garbage, yard waste and recyclables and further that it shall not constitute a franchise, nor shall it be deemed or construed as such.

CONTRACTOR

By: _____

Print Name and Title: _____

Date: _____

CITY OF HURSTBOURNE ACRES

By: _____
Terry McAllister, Mayor

Date: _____

ATTEST:

Michael Bolten, City Clerk

Date: _____